AMERICAN MEDICAL ASSOCIATION ("AMA")

PASS-THROUGH TERMS FOR THE AMA CPT CODES

The following provisions relating to Customer’s sublicense for CPT codes and terminology differ from the general license provisions set forth in the License Agreement, Master Agreement, Contract Supplement or Order Form pursuant to which CPT codes and terminology are licensed (collectively, for purposes of this Exhibit, the “Agreement”).

A. The following definition will apply solely for purposes of permitting Customer’s use of CPT (as defined below):


B. The software or products in the Agreement incorporate the CPT terminology developed and copyrighted by the American Medical Association (“AMA”).

C. Customer acknowledges that the AMA reserves all rights, whether statutory or common-law, in the CPT terminology and that no rights therein are hereby conveyed to Customer except to the extent that Customer has been granted a license to the software or products. The AMA shall not by any reason of the incorporation of the Editorial Content terminology in the software or products or by any other reason be deemed a party to the Agreement, and Customer shall look solely to Allscripts Healthcare, LLC for the performance of any obligations due Customer hereunder.

D. THE EDITORIAL CONTENT IS LICENSED “AS IS” WITHOUT ANY LIABILITY TO THE AMA, INCLUDING WITHOUT LIMITATION, NO LIABILITY FOR DIRECT, INDIRECT, PUNITIVE, CONSEQUENTIAL OR SPECIAL DAMAGES, OR LOST PROFITS FOR SEQUENCE, ACCURACY, OR COMPLETENESS OF DATA, OR THAT IT WILL MEET THE CUSTOMER’S REQUIREMENTS, AND THAT THE AMA’S SOLE RESPONSIBILITY IS TO MAKE AVAILABLE REPLACEMENT COPIES OF THE EDITORIAL CONTENT IF THE DATA IS NOT INTACT; AND THAT THE AMA DISCLAIMS RESPONSIBILITY FOR ANY ERRORS IN THE EDITORIAL CONTENT AND ANY LIABILITY FOR ANY CONSEQUENCES DUE TO USE, NONUSE, MISUSE, OR INTERPRETATION OF INFORMATION CONTAINED OR NOT CONTAINED IN EDITORIAL CONTENT. THE AMA MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE EDITORIAL CONTENT, INCLUDING, WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

E. In the event that one or more of the provisions contained in the Agreement shall for any reason be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect the validity or enforceability of this Exhibit.
F. CPT only ©2014, etc. American Medical Association. All Rights Reserved. Fee schedules, relative units, conversion factors, and/or related components are not assigned by the AMA, are not part of CPT, and the AMA is not recommending their use. The AMA does not directly or indirectly practice medicine or dispense medical services. The AMA assumes no liability for data contained or not contained herein. CPT is a registered trademark of the American Medical Association.

G. CPT is commercial technical data and/or computer databases and/or commercial computer software and/or commercial computer software documentation, as applicable, which was developed exclusively at private expense by the American Medical Association, AMA Plaza, 330 North Wabash, Suite 39300, Chicago, Illinois, 60611-5885. U.S. Government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer databases and/or computer software and/or computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015(b)(2) (November 1995) and/or subject to the restrictions of DFARS 227.7202-1(a) (June 1995) and DFARS 227.7202-3(a) (June 1995), as applicable, for U.S Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (December 2007) and/or subject to the restricted rights provisions of FAR 52.227-14 (December 2007) and FAR 52.227-19 (December 2007), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.

H. Customer acknowledges that the AMA is a third party beneficiary of the Agreement for the purpose of enforcing at law and at equity all rights under the Agreement.

I. Provision of updated Editorial Content in the software or products is depending upon continuing contractual relationship with the AMA.

J. This license specifically excludes (a) use of CPT guidelines, notes and instructions in the software or products in PDF format other than those from the Evaluation and Management section of the CPT Book; (b) any right to distribute Editorial Content alone; and (c) any right to translate or modify CPT in any way. Any rights not specifically granted in the Agreement are excluded.